

**BEFORE THE STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS**

STATE BOARD OF REGISTRATION)	
FOR THE HEALING ARTS,)	
)	
Board,)	
)	
)	
v.)	HA01017802
)	
RENEE D. EWING, M.D.)	
Women's Health Partners)	
1034 S. Brentwood Blvd., Ste. 450)	
St. Louis, MO 63117)	
)	
Licensee.)	

SETTLEMENT AGREEMENT

Renee D. Ewing, M.D., ("Licensee") and the State Board of Registration for the Healing Arts ("Board") enter into this Agreement for the purpose of resolving the question of whether Dr. Ewing's license as a physician or surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to §621.045, RSMo., Supp. 1999.

1. Licensee acknowledges that she understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against the Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and

subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that she may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that she has been informed of her right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo 1994, or any claim arising under 42 U.S.C. 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement, or any portion thereof, void or unenforceable.

5. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I.

Based upon the foregoing, the Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts (the "Board") is an agency of the State of Missouri created and established pursuant to §334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

2. Renee Delores Ewing, M.D., is licensed by the Board as a physician and surgeon, license number MDR3N58, which was first issued on June 8, 1990. Licensee's certificate of registration is current, and was current and active at all times mentioned herein.

3. On or about July 29, 1998 the Board conducted a random audit to verify Dr. Ewing's Continuing Medical Education (CME) hours.

4. On October 23, 1998, a second letter was mailed to Dr. Ewing requesting her to provide documentation of her CME hours for 1997.

5. On August 17, 1999, Dr. Ewing provided the Board with one certificate for 6 hours of training in 1997.

6. On August 17, 1999, Dr. Ewing provided the Board with three certificates for a total of 16 hours of training in 1998.

7. Dr. Ewing failed to provide satisfactory evidence that she completed the required number of CME hours for 1997.

8. Dr. Ewing failed to provide satisfactory evidence that she completed the required number of CME hours for 1998.

9. Dr. Ewing failed to complete the required number of CME hours for 1997.

10. Dr. Ewing failed to complete the required number of CME hours for 1998.

JOINT PROPOSED CONCLUSIONS OF LAW

1. Section 334.075, RSMo, 1994, provides in pertinent part:

The board shall not renew any certificate of registration unless the licensee shall provide satisfactory evidence that he has complied with the board's minimum requirements for continuing education.

2. State regulation 4 CSR 150-2.125(1) governs continuing medical education and states in pertinent part:

(1) Each licensee, on a yearly basis, shall complete and report at least twenty-five (25) hours of continuing medical education. The board shall not issue a renewal of a licensee's certificate of registration unless the licensee demonstrates completion of twenty-five (25) hours of continuing medical education accredited by the American Osteopathic Association (AOA) as Category 1-A or 2-A, by the American Medical Association (AMA) as Category 1 or Category 2--..., or American Academy of Family Practice Prescribed Credit,...

3. State regulation 4 CSR 150-2.125(2) provides in pertinent part:

2. Each licensee shall certify by signature, under penalty of perjury, that s/he has completed the required twenty-five (25) hours of continuing medical education listed by him/her on the renewal form...

4. State regulation 4 CSR 150-2.125(3) provides in pertinent part:

3. Each licensee shall retain records documenting his/her attendance at and completion of the required twenty-five (25) hours of continuing medical education for a minimum of three (3) years after the reporting period in which the continuing medical education was completed. The records shall document the titles of the courses taken, dates, locations, course sponsors, category of hours earned and number of hours earned. The board may conduct an audit of licensees to verify compliance with the continuing medical education requirement....

5. State regulation 4 CSR 150-2.125(11) provides:

11. Violation of any provision of this rule shall be deemed by the board to constitute misconduct, fraud, misrepresentation, dishonesty,

unethical conduct or unprofessional conduct in the performance of the functions or duties of a physician depending on the licensee's conduct. In addition, a licensee who has failed to complete and report in a timely fashion the required twenty-five (25) hours of continuing medical education and engages in the active practice of the healing arts without the express written authority of the board shall be deemed to have engaged in the unauthorized practice of medicine.

6. Cause exists to discipline Licensee's license pursuant to §334.100.2(4) and (6),

RSMo, which provide in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following:

* * * *

(4) ...unprofessional conduct in the performance of the functions or duties of any profession licensed or regulated by this chapter,...

* * * *

(6) Violation of, or attempting to violate, directly or indirectly, ... any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter;

7. Licensee's conduct, as established by the foregoing facts, falls within the intendment of §334.100.2(4) and (6) RSMo, Supp. 1999.

4. Cause exists for the Board to take disciplinary action against Licensee's license under §334.100.2(4), and (6), RSMo, Supp. 1999.

II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of §621.110, RSMo, 1994. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. The medical license, No. MDR3N58, issued to Licensee is hereby PUBLICLY REPRIMANDED.

2. Licensee must complete an additional thirty-three (33) hours of continuing medical education beyond that which is required annually within the next twelve (12) months. Licensee shall submit verification of the additional thirty-three (33) hours to the Board within twelve (12) months plus ten (10) days from the effective date of this agreement.

3. In the event the State Board of Registration for the Healing Arts determines that Licensee has violated any term or condition of this Agreement, the Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate.

4. This Agreement does not bind the Board or restrict the remedies available to it concerning any other violations of Chapter 334, RSMo, by Licensee not specifically mentioned in this document.

B. Upon the expiration of the twelve (12) month period to complete the additional thirty-three (33) hours of continuing medical education, Licensee's license shall be fully restored if all requirements of law have been satisfied; provided however, that in the event the State Board of Registration for the Healing Arts determines that Licensee has violated any term or condition of this Agreement, the Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate.

C. No additional order shall be entered by this Board pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before this Board as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this Agreement occurred during the twelve (12) month period, the parties agree that the Board may choose to conduct a hearing before it either during the twelve (12) month period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

D. If the Board determines that the Licensee has violated a term or condition of the disciplinary period which violation would also be actionable in a proceeding before the Administrative Hearing Commission or in the circuit court, the Board may elect to pursue

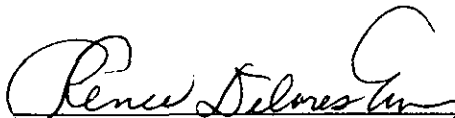
any lawful remedies afforded it and is not bound by this Agreement in its election of remedies concerning that violation.


E. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, or attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs, and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 U.S.C. 1983, which may be based upon, arise out of, or relate to any of the matters raised in this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement or any portion thereof void or unenforceable.

F. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

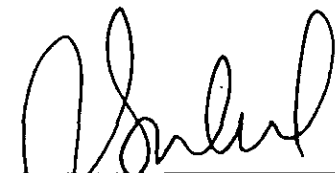
LICENSEE

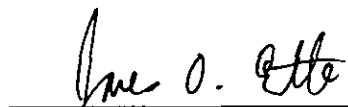
BOARD


Renee Delores Ewing, M.D. 7-17-00 Date


Tina Steinman 8-4-00 Date
Executive Director

JEREMIAH W. (JAY) NIXON
Attorney General


Robert C. Seibel 7/28/00 Date
Seibel & Eckenrode, P.C.
Missouri Bar No. 44062


James O. Ertle 8/3/00 Date
Assistant Attorney General
Missouri Bar No. 49166

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(314) 212-5821 Facsimile

Broadway State Office Building
P.O. Box 899
Jefferson City, MO 65102
(573) 751-4087
(573) 751-5660 Facsimile

Attorney for Licensee

Attorneys for Board

EFFECTIVE THIS 7 DAY OF August, 2000.